



ENTERED
04/16/2021

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Chapter 11
	§	
FIELDWOOD ENERGY LLC, <i>et al.</i> ,	§	Case No. 20-33948 (MI)
	§	
	§	(Jointly Administered)
Debtors. ¹	§	
	§	

**ORDER (I) AUTHORIZING AND APPROVING
SETTLEMENT AGREEMENT BETWEEN DEBTORS AND
ARENA AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² filed April 7, 2021, of the above-captioned Debtors for entry of an order (a) authorizing Fieldwood Energy LLC’s (“**Fieldwood**” or “**FWE**”) entry into and approving the Settlement Agreement by and among FWE and Arena Energy, LLC (“**Arena**” and, collectively with FWE, the “**Parties**”), attached hereto as **Exhibit 1**, and (b) granting related relief, all as more fully set forth in the Motion; and upon consideration of the *Declaration of Mike Dane in Support of Debtors’ Emergency Motion Pursuant to Section 105 and 363 of the Bankruptcy Code and Bankruptcy Rule 9019 for Entry of an Order (I) Authorizing and Approving Settlement Agreement Between Debtors and Arena and (II) Granting Related Relief*; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors’ primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

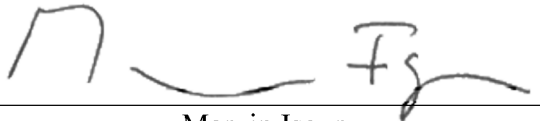
proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing to consider the relief requested in the Motion; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is fair, reasonable, and in the best interests of the Debtors and their respective estates and creditors; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Settlement Agreement is hereby approved and FWE is authorized to enter into the Settlement Agreement.
2. FWE is authorized to enter into, perform, execute, and deliver all documents, and take all actions, necessary to immediately continue and fully implement the Settlement Agreement in accordance with the terms, conditions, and agreements set forth therein, all of which are hereby approved.
3. The Debtors are authorized to take all actions necessary or appropriate to carry out the relief granted in this Order.

4. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: April 16, 2021



Marvin Isgur
United States Bankruptcy Judge

Exhibit 1

Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (this “**Settlement Agreement**”) is entered into as of February 25, 2021, by and between Fieldwood Energy LLC, Fieldwood Energy SP LLC, and their affiliates (“**Fieldwood**”) on the one hand, and Arena Energy, LLC and its affiliates (“**Arena**”), on the other. Fieldwood and Arena may sometimes be referred to herein individually as a “**Party**” and together as the “**Parties**.”

WHEREAS, Fieldwood and Arena are parties to that certain Offshore Operating Agreement dated November 1, 2004 (as amended, modified, and supplemented, the “**WD 85/86 Operating Agreement**” or the “**Assumed Contract**”) concerning the operation of wells at the West Delta 86 field in the Gulf of Mexico; AND

WHEREAS, on August 20, 2020, Arena and certain of its affiliates commenced voluntary cases for relief under chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”), which chapter 11 cases have been consolidated for procedural purposes only under the lead case styled: *In re Arena Energy, LP, et al.*, Case No. 20-34215; AND

WHEREAS, in connection therewith, Arena filed the *Debtors’ Joint Prepackaged Plan Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 12] (with all supplements and exhibits thereto, the “**Plan**”); AND

WHEREAS, on September 18, 2020, Fieldwood filed its *Objection of Fieldwood to Confirmation of the Joint Prepackaged Chapter 11 Plan of Arena Energy, LP and its Debtor Affiliates* [Docket No. 189]; AND

WHEREAS, on September 25, 2020, the Bankruptcy Court entered the *Order (I) Approving the Disclosure Statement, (II) Confirming the Debtors’ Joint Prepackaged Plan Pursuant to Chapter 11 of the Bankruptcy Code, and (III) Granting Related Relief* [Docket No. 255] (the “**Confirmation Order**”). The Plan became effective on September 30, 2020 (the “**Plan Effective Date**”); AND

WHEREAS, Fieldwood filed proof of claim numbers 11 and 12 in Arena’s chapter 11 cases asserting an aggregate claim amount of \$2,132,788.41 (the “**Proofs of Claim**”); AND

WHEREAS, Paragraph 46 of the Confirmation Order provides that all agreements between Arena and Fieldwood, including the WD 85/86 Operating Agreement, shall be assumed pursuant to the Plan on the Plan Effective Date; AND

WHEREAS, in Paragraph 47 of the Confirmation Order, Arena asserts that the cure costs (the “**Cure Costs**”) owed by Arena to Fieldwood under the WD 85/86 Operating Agreement are \$0.00, whereas Fieldwood disagrees with the proposed Cure Costs and asserts that the Cure Costs owed under the WD 85/86 Operating Agreement are approximately \$2,039,126.90, plus interest, attorney’s fees, court costs, and other costs in connection with the collection of unpaid amounts (the “**Cure Dispute**”); AND

WHEREAS, the Parties submitted a scheduling order that the Bankruptcy Court entered

on February 5, 2021 [Docket No. 389] setting dates and deadlines governing the discovery process and briefing schedule to resolve the Cure Dispute; AND

WHEREAS, the Parties agreed to participate in a non-binding mediation to resolve the Cure Dispute with the Honorable Christopher M. Lopez, United States Bankruptcy Judge, serving as mediator, and such mediation began on February 5, 2021 and finished on February 10, 2021, and the Parties agreed upon the settlement terms set forth below.

NOW, THEREFORE, in consideration of the releases and promises contained herein and other good and valuable consideration exchanged among the Parties, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The total Cure Costs are eight hundred and fifty thousand dollars (\$850,000), and the Cure Costs shall be paid by Arena to Fieldwood within ten (10) business days of the Bankruptcy Court approval of this Settlement Agreement.
2. Upon Bankruptcy Court approval of this Settlement Agreement, Arena hereby releases thirty-thousand three hundred and seventy six dollars and twenty cents (\$30,376.20) of amounts owed by Fieldwood to Arena (the **"Partial Release of Claims"**) relating to invoice Nos. 135579, 135580, 135581, 136190, 136191, 136192, 136786, 136787, 136788, and 137409.
3. Upon Bankruptcy Court approval of this Settlement Agreement, Arena hereby withdraws and forever waives, solely as to Fieldwood, all claims relating to the invoice numbered MI669LEG dated October 16, 2020 which is described as MI 669 Liftboat Leg Removal, and was invoiced by Arena to Fieldwood for a total amount of two hundred and forty thousand six hundred and thirty five dollars and ninety cents (\$240,635.90) (the **"Waiver of Leg-Retrieval Claim"**).
4. Arena shall pay all postpetition amounts due to Fieldwood as of the Settlement Effective Date (and within normal trade terms) within ten (10) business days of the Bankruptcy Court approval of this Settlement Agreement.
5. The Parties agree and acknowledge that this Settlement Agreement is the result of a compromise and shall not be construed as an admission of any liability, wrongdoing, or responsibility on their parts or on the parts of their predecessors, successors, parents, direct subsidiaries, indirect subsidiaries, affiliates, assigns, agents, their current and former directors, officers, employees, representatives, insurers, attorneys, and shareholders. The Parties expressly deny any such liability. Except as provided herein and in consideration of payment of the Cure Costs and postpetition amounts due to Fieldwood as described in paragraph 4, the Partial Release of Claims, and the Waiver of Leg-Retrieval Claim, as of the Settlement Effective Date, each Party, on behalf of its predecessors, successors, parents, direct subsidiaries, indirect subsidiaries, affiliates, assigns, agents, their current and former directors, officers, employees, representatives, insurers, attorneys, and shareholders, in each case, in their respective capacities as such (collectively the **"Released Parties"**), hereby releases the Released Parties from any and all claims, proofs of claim, debts, demands, damages, attorneys' fees, judgments, liabilities, causes of action, or controversies of any kind whatsoever, whether at law or in equity, whether matured or unmatured, whether before a local, state, or federal court or state or federal administrative agency or commission, or arbitration administrator, and whether now known or unknown, liquidated or

unliquidated, that Fieldwood has, may have had, asserted, and/or may have asserted, against the Released Parties on behalf of itself, or any other person or entity, with respect to the Proofs of Claim, the Cure Costs, the assumption of the Assumed Contract, the Cure Dispute, the Partial Release of Claims, the Waiver of Leg-Retrieval Claim, or arising from or related to the facts asserted in the Proofs of Claim, the Cure Dispute, or otherwise in connection with the assumption of the Assumed Contract; *provided, however*, that nothing contained in this release shall prevent the Parties from asserting or pursuing any claim to enforce the terms of this Settlement Agreement.

6. The Parties acknowledge and agree that, upon the approval by the Bankruptcy Court of this Settlement Agreement and the payment to Fieldwood of the Cure Costs, Arena is authorized to adjust the official claims register to reflect allowance of the Cure Costs, and the disallowance and expungement of any other claims asserted in the Proofs of Claim.

7. Not later than seven (7) business days after the Settlement Effective Date, Fieldwood shall file: (a) a motion to approve the terms of this Settlement Agreement under Federal Rule of Bankruptcy Procedure 9019 (the “**9019 Motion**”) and (b) a proposed order related to the 9019 Motion (to be entered by the Bankruptcy Court).

8. This Settlement Agreement contains the complete agreement and understanding between the Parties with respect to the Proofs of Claim, the Cure Costs, the assumption of the Assumed Contract, the Cure Dispute, the Partial Release of Claims, and the Waiver of Leg-Retrieval Claim.

9. This Settlement Agreement shall be effective upon execution by the Parties (the “**Settlement Effective Date**”).

10. This Settlement Agreement may be executed in multiple counterpart originals, each of which shall constitute one and the same document and shall be deemed an original; it may be executed by facsimile or electronic signatures which shall be deemed to have the same force and effect as an original signature.

11. This Settlement Agreement may be modified only by a written document signed by the Parties. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced.

12. Each Party acknowledges that it has had the opportunity to consult with legal counsel of its choosing prior to entering into this Settlement Agreement and that it enters this Settlement Agreement knowingly and voluntarily.

13. Each Party shall bear his, her or its own attorney fees and costs arising from the Proofs of Claim, the Cure Dispute, the Cure Costs, the assumption of the Assumed Contract, or in connection with this Settlement Agreement.

14. By executing this Settlement Agreement, each Party represents to the other that (a) the person executing this Settlement Agreement on its behalf is duly authorized and empowered to execute and deliver this Settlement Agreement; and (b) this Settlement Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with this Settlement Agreement’s terms.

15. The Parties cooperated in the drafting of this Settlement Agreement, and in the event that it is determined that any provision herein is ambiguous, that provision shall not be presumptively construed against any Party.

16. The Parties agree that the Bankruptcy Court shall retain jurisdiction over the Parties with respect to any matters related to or arising from this Settlement Agreement or the implementation of this Settlement Agreement.

17. THIS SETTLEMENT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICTS OF LAW WHICH MAY APPLY THE LAWS OF ANOTHER JURISDICTION. THE PARTIES HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT WITH RESPECT TO ANY MATTER RELATING TO OR ARISING OUT OF THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, Fieldwood and Arena do hereby execute and agree to this Settlement Agreement as of the date first set forth above.

FIELDWOOD ENERGY LLC

By: John H. Smith
Name: JOHN H. SMITH
Title: SVP, BUSINESS DEVELOPMENT
Date: 3/1/21

ARENA ENERGY, LLC

By: J. Michael Valero
Name: J. MICHAEL VALERO
Title: CEO
Date: 2/26/21

United States Bankruptcy Court
Southern District of Texas

In re:
Fieldwood Energy LLC
The Official Committee of Unsecured Cred
Debtors

Case No. 20-33948-mi
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4
Date Rcvd: Apr 16, 2021

User: TylerLaws
Form ID: pdf002

Page 1 of 5
Total Noticed: 116

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 18, 2021:

Recip ID	Recipient Name and Address
db	+ Bandon Oil and Gas GP, LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Bandon Oil and Gas, LP, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Dynamic Offshore Resources NS, LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ FW GOM Pipeline, Inc., 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Fieldwood Energy LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Fieldwood Energy Offshore LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Fieldwood Energy SP LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Fieldwood Offshore LLC, 2000 W. Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Fieldwood Onshore LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Fieldwood SD Offshore LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ GOM Shelf LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Galveston Bay Pipeline LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Galveston Bay Processing LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
aty	+ Charles M Rush, 202 Magnate Drive, Lafayette, LA 70508-3830
aty	+ Clark Hill Strasburger, Attn: Duane J. Brescia, 720 Brazos, Suite 700, Austin, TX 78701-2531
aty	+ Darryl T. Landwehr, 935 Gravier Street, Suite 835, New Orleans, LA 70112-1727
aty	+ Emile Joseph, Jr., Allen & Gooch, P O Box 81129, Lafayette, LA 70598-1129
aty	+ Peter J. Segrist, Carver Darden et al, 1100 Poydras St., Ste 3100, New Orleans, LA 70163-1102
aty	+ Petro Amigos Supply, Inc., c/o Wayne Kitchens, Total Plaza, 1201 Louisiana, 28th Floor, Houston, TX 77002-5607
aty	+ Ronald Savoie, Jackson & Jackson, P.L.L.C., 111 Founders Drive, Suite 400, Baton Rouge, LA 70810-8959
cr	+ A2D TECHNOLOGIES, INC. D/B/A TGS GEOLOGICAL PRODUC, c/o Andrew A Braun, Gieger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New Orleans, LA 70139 US 70139-7756
cr	+ Aker Solutions Inc., Bruce J. Ruzinsky, 1401 McKinney Street, Suite 1900, Houston, TX 77010-4037
cr	American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern, PA 19355-0701
cr	+ Anahuac Independent School District, c/o Owen M. Sonik, 1235 North Loop West, Houston, TX 77008-1758
cr	+ Ankor E&P Holdings Corporation, c/o Looper Goodwine P.C., Attn: Paul J. Goodwine, 650 Poydras Street, Suite 2400, New Orleans, LA 70130-6171
cr	+ Ankor Energy LLC, c/o Looper Goodwine P.C., Attn: Paul J. Goodwine, 650 Poydras Street, Suite 2400, New Orleans, LA 70130-6171
intp	+ Apache Corporation, Hunton Andrews Kurth LLP, Attn: Robin Russell, 600 Travis Street, Suite 4200 Houston, TX 77002-2929
cr	+ Archrock Services, LP, 16666 North Chase Dr., Houston, TX 77060-6014
cr	+ Aspen American Insurance Company, c/o Randall A. Rios, Husch Blackwell LLP, 600 Travis Street, Suite 2350, Houston, TX 77002-2629
intp	+ BP Exploration & Production Inc., c/o Shari L. Heyen, Greenberg Traurig, LLP, 1000 Louisiana Street, Suite 1700, Houston, TX 77002-5001
cr	+ Bay City Independent School District, c/o Owen M. Sonik, 1235 North Loop West Suite 600, Houston, TX 77008-1772
cr	+ Bedrock Petroleum Consultants, LLC, c/o Bradley, Attn: James B. Bailey, 1819 Fifth Avenue North, Birmingham, AL 35203-2120
cr	+ Brian Cloyd, c/o Cain & Skarnulis LLP, 400 W. 15th Street, Suite 900, Austin, TX 78701-1659
cr	+ Broussard Brothers, Inc., 501 S. Main St., Abbeville, LA 70510, US 70510-6508
cr	+ C-Dive, L.L.C., c/o Leann O. Moses, 1100 Poydras Street, Suite 3100, New Orleans, LA 70163-1102
cr	CETCO Energy Services Company, LLC, c/o Rudy Urban, Credit Manager, Cetco Energy Services., LLC, 635 Brake Ridge Court, Seymour, TN 37865
cr	+ Callon Petroleum Company, 2000 W. Sam Houston Parkway S., Suite 2000, Houston, TX 77042, UNITED STATES 77042-3622
cr	+ Chambers County, c/o Owen M. Sonik, 1235 North Loop West Suite 600, Houston, TX 77008-1772
cr	+ Claboryan Lewis, Broussard & David, 557 Jefferson street, Lafayette, LA 70501-6905
cr	+ Colorado County, c/o John T. Banks, 3301 Northland Drive, Ste. 505, Austin, TX 78731-4954
cr	+ ConocoPhillips Company, c/o Locke Lord LLP, c/o Bradley C. Knapp, 601 Poydras Street, Suite 2660 New Orleans, LA 70130-6032

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Total Noticed: 116

cr + Core Industries, Inc., PO Box 350, Mobile, AL 36601-0350

cr Cortex Business Solutions USA LLC, c/o Sprouse Law Firm, 901 Mopac Expressway South, Building 1, Suite 300 Austin, TX 78746

cr + DLS, LLC, P.O. Box 309, Lydia, LA 70569-0309

cr + DeepSea Quality Consulting, Inc., c/o Ben L. Aderholt, Coats Rose, P.C., 9 Greenway, Suite 1000 Houston, TX 77046-0900

cr + Dickinson Independent School District, c/o Owen M. Sonik, 1235 North Loop West Suite 600, Houston, TX 77008-1772

cr + Discovery Gas Transmission LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + Diversified Well Logging, LLC, C/O Dore Rothberg McKay, PC, 17171 Park Row, Suite 160, Houston, TX 77084-4927

cr + Duane Landry, 105 Wild Iris Drive, Evangeline, LA 70537-3203

cr + EOG Resources, Inc., c/o Bonds Ellis Eppich Schafer Jones LLP, 420 Throckmorton St., Ste 1000, Fort Worth, TX 76102-3727

cr + EnVen Energy Ventures, LLC, 609 Main Street, Suite 3200, Houston, TX 77002-3276

cr + Everest Reinsurance Company, c/o Randall A. Rios, Husch Blackwell LLP, 600 Travis Street, Suite 2350, Houston, TX 77002-2629

cr + Genesis Energy, L.P., 919 Milam, Ste. 2100, Houston, TX 77002-5417

cr Gibson Applied Technology & Enginnering, 1630 Park Ten Place, Suite 206, Houston, TX 77084

cr + Gulfstar One LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

intp + Helis Oil & Gas Company, LLC, c/o J. David Forsyth, 400 Poydras Street, Suite 2550, New Orleans, LA 70130-3292

cr + Ignition Systems & Controls, Inc., c/o Todd Barron Thomason Hudman & Bebout, Attn: Rafael Rodriguez, 3800 E. 42nd Street, Suite 409, Odessa, TX 79762-5928

cr + JX Nippon Oil Exploration (U.S.A.) Limited, c/o GIEGER, LABORDE & LAPEROUSE, L.L.C., 5151 SAN FELIPE, SUITE 750, Houston, TX 77056-3646

intp + Jackson Walker LLP, c/o Bruce J. Ruzinsky, 1401 McKinney Street, Suite 1900, Houston, TX 77010-1900

cr + LLOG Exploration Company, LLC, c/o Looper Goodwine P.C., 650 Poydras Street, Suite 2400, Attn: Paul J. Goodwine, New Orleans, LA 70130-6171

cr + Lewis Andrews, c/o Cain & Skarnulis LLP, 400 W. 15th Street, Suite 900, Austin, TX 78701-1659

cr + Lexon Insurance Company and Endurance American Ins, Harris Beach PLLC, c/o Lee E. Woodard, Esq., 333 West Washing St., Ste. 200, Syracuse, NY 13202-5202

cr + Lexon Insurance Company, Ironshore Indemnity Inc., Harris Beach PLLC, c/o Lee E. Woodard, 333 West Washington Street, Suite 200 Syracuse, NY 13202-5202

cr + Macquarie Corporate and Asset Funding Inc., c/o John M. Castillo, 130 E Travis Street, Suite 350, San Antonio, TX 78205-1784

cr + Magnum Mud Equipment Co., Inc., Post Office Box 4258, Houma, LA 70361, UNITED STATES 70361-4258

cr + Marathon Oil Company, c/o Clay M. Taylor, Bonds Ellis Eppich Schafer Jones LLP, 420 Throckmorton Street, Suite 1000, Fort Worth, TX 76102-3727

cr + Martin Energy Services LLC, c/o Robert P. Franke, Clark Hill Strasburger, 901 Main St., Suite 6000, Dallas, TX 75202-3748

cr + McMoran Oil & Gas LLC, 1615 Poydras Street, Suite 600, New Orleans, LA 70112-1238

cr + Merit Energy Company, Locke Lord Bissell & Liddell LLP, Attn: Philip Eisenberg, 600 Travis Street, Suite 3400 Houston, TX 77002-2926

cr #+ Milorad Raicevic, 3701 Kirby Drive, Suite 1000, Houston, TX 77098-3928

cr + Noble Energy, Inc., c/o Andrews Myers, PC, 1885 Saint James Place, 15th Floor, Houston, Tx 77056-4175

cr + Patrick Burnett, c/o Cain & Skarnulis LLP, 400 W. 15th Street, Suite 900, Austin, TX 78701-1659

op + Prime Clerk LLC, One Grand Central Place, 60 East 42nd Street, Suite 1440, New York, NY 10165-1446

intp Railroad Commission of Texas, c/o Office of the Attorney General, Bankruptcy & Collections Division, P. O. Box 12548, Austin, TX 78711-2548

cr + Red Willow Offshore, LLC, c/o Barnet B. Skelton, Jr., 815 Walker, Suite 1502, Houston, TX 77002-5832

cr + Regis Southern, c/o Reese Baker, 950 Echo Lane Ste 300, Houston, TX 77024-2824

cr + SBM Gulf Production LLC, c/o Ken Green, Snow Spence Green LLP, P O Box 549, Hockley, TX 77447-0549

cr + Seitel Data, Ltd., c/o Duane J. Brescia, Clark Hill Strasburger, 720 Brazos, Suite 700, Austin, TX 78701-2531

cr + Sheldon Independent School District, c/o Owen M. Sonk, PBFCM, LLP, 1235 N. Loop W., Suite 600, Houston, TX 77008-1772

cr + Sheldon Independent School District, et al, c/o Owen M. Sonik, PBFCM, LLP, 1235 N. Loop W., Ste 600, Houston, TX 77008-1772

cr + Shell Offshore, Inc., 200 N. Dairy Ashford, Houston, TX 77079-1101

cr + Shell Oil Company, c/o Sara M. Keith, 150 N. Dairy Ashford Rd., Building F, Houston, TX 77079-1128

cr + Solar Turbines Incorporated, 100 N.E. Adams, Peoria, IL 61629-0001

cr + Superior Performance, Inc., c/o S. Mayer Law, P.O. Box 6542, Houston, TX 77265, UNITED STATES 77265-6542

intp + TC Oil Louisiana, LLC, c/o Wick Phillips Attn: Jason Rudd, 3131 McKinney Ave., Suite 100, Dallas, TX 75204-2430

cr + TETRA Technologies, Inc., Dore Rothberg McKay, P.C., 17171 Park Row, Suite 160, c/o Zachary McKay, Houston, TX 77084-4927

cr + TGS AP Investments AS, c/o Andrew A Braun, Geiger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New Orleans, LA 70139-7756

cr + TGS-NOPEC Geophysical Company, c/o Andrew A Braun, Gieger, Laborde & Laperouse, LLC, Suite 4800, 701 Poydras St., New Orleans, LA 70139 US 70139-7756

cr + TGS-NOPEC Geophysical Company ASA, c/o Andrew A Braun, Gieger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New Orleans, LA 70139 US 70139-7756

intp + Tana Exploration Company, LLC, c/o Wick Phillips Attn: Jason Rudd, 3131 McKinney Ave., Suite 100, Dallas, TX 75204-2430

cr + Tetra Applied Technologies, Inc., c/o Zachary S. McKay, Dore Rothberg McKay, P.C., 17171 Park Row, Suite 160, Houston, TX 77084-4927

intp Texas General Land Office, c/o Office of the Attorney General, Bankruptcy & Collections Division, P. O. Box 12548 MC-008, Austin, TX 78711-2548

cr + Transcontinental Gas Pipe Line Company, LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

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Total Noticed: 116

cr + Trendsetter Engineering, Inc., 10430 Rodgers Road, Houston, TX 77070, UNITED STATES 77070-1642

cr + Trinity Bay Conservation District, c/o Owen M.Sonik, 1235 North Loop West Suite 600, Houston, TX 77008-1772

cr + Trunkline Field Services LLC, 1300 Main Street, Houston, TX 77002-6803

cr + U.S. Specialty Insurance Company, c/o Locke Lord LLP, ATTN: Philip Eisenberg, 600 Travis Street, Suite 2800, Houston, TX 77002-2914

cr Universal Equipment, Inc., c/o Christopher J. Piasecki, Davidson Meaux, Post Office Box 2908, Lafayette, La 70502-2908

cr + Valaris plc, Matthew D. Cavanaugh, Jackson Walker LLP, 1401 McKinney Street, Suite 1900 Houston, TX 77010-1900

cr + WFS Liquids LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + West Cameron Dehydration Company, L.L.C., 1300 Main Street, Houston, TX 77002-6803

cr + Westerngeco LLC, c/o Andrew A Braun, Gieger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New Orleans, LA 70139 US 70139-7756

cr + Williams Field Services-Gulf Coast Company LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + Zurich American Insurance Company, c/o Duane Brescia, 720 Brazos Street, Suite 700, Austin, TX 78701-2531

TOTAL: 104

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	+ Email/Text: bnkatty@aldineisd.org	Apr 16 2021 20:17:00	Aldine ISD, Legal Department, 2520 WWThorne Dr., Houston, TX 77073-3406
cr	+ Email/Text: SPECK@LAWLA.COM	Apr 16 2021 20:17:00	Atlantic Maritime Services, LLC, c/o Stewart F. Peck, Lugenbuhl Wheaton Peck Rankin & Hubbard, 601 Poydras Street, Suite 2775, New Orleans, LA 70130, UNITED STATES 70130-6041
cr	Email/Text: houston_bankruptcy@LGBS.com	Apr 16 2021 20:16:00	Cypress-Fairbanks ISD, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, P.O. Box 3064, Houston, Tx 77253-3064
cr	+ Email/Text: BKADDEN@LAWLA.COM	Apr 16 2021 20:17:00	Deligans Valves, Inc., c/o Benjamin W. Kadden, Lugenbuhl Wheaton Peck Rankin & Hubbard, 601 Poydras Street, Suite 2775, New Orleans, LA 70130-6041
cr	Email/Text: houston_bankruptcy@LGBS.com	Apr 16 2021 20:16:00	Galveston County, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Apr 16 2021 20:16:00	Harris County, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, PO Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: BKADDEN@LAWLA.COM	Apr 16 2021 20:17:00	Heartland Compression Services, L.L.C., c/o Benjamin W. Kadden, Lugenbuhl Wheaton Peck Rankin & Hubbard, 601 Poydras Street, Suite 2775, New Orleans, LA 70130-6041
cr	+ Email/Text: bankruptcy@islandoperating.com	Apr 16 2021 20:17:00	Island Operating Company Inc, 770 S Post Oak Lane, Suite 400, Houston, TX 77056-6666
cr	Email/Text: houston_bankruptcy@LGBS.com	Apr 16 2021 20:16:00	Jefferson County, Linebarger Goggan Blair & Sampson LLP, c/o John P. Dillman, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Apr 16 2021 20:16:00	Matagorda County, Linebarger Goggan Blair & Sampson LLP, c/o John P. Dillman, Post Office Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: pwp@pattiprewittlaw.com	Apr 16 2021 20:16:00	Plains Gas Solutions, c/o Law Ofc Patricia Williams Prewitt, 10953 Vista Lake Ct., Navasota, TX 77868, UNITED STATES 77868-6981
cr	Email/Text: ar@supremeservices.com	Apr 16 2021 20:15:00	Supreme Service & Specialty Co. Inc., Attn: Freddy Bourgeois, 204 Industrial Ave. C, Houma, LA 70363

TOTAL: 12

District/off: 0541-4
Date Rcvd: Apr 16, 2021

User: TylerLaws
Form ID: pdf002

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Total Noticed: 116

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr		2M Oilfield Group Inc.
cr		A-Port LLC
cr		AGGREKO, LLC
cr		AGI Industries Inc
cr		AGI Packaged Pump Systems
cr		Acadian Contractors, Inc
cr		Ad Hoc Group of Secured Lenders
cr		Archrock Partners Operating, LLC and Archrock Serv
cr		Aubrey Wild
cr		Berkley Insurance Company
cr		CCG Services (U.S.) Inc.
cr		CNOOC Petroleum Offshore U.S.A. Inc.
cr		CTD Legacy LLC
intp		Cantor Fitzgerald Securities, as DIP Agent
cr		Chevron U.S.A. Inc.
cr		Cortland Capital Market Services LLC
cr		Cox Oil, LLC, Cox Operating LLC, Energy XXI GOM, L
cr		Deep Sea Development Services, Inc., 19219Katy Freeway, Suite 260, Houston, UNITED STATES
cr		Derrick Daniels
cr		Diamond Oil Field Supply Inc
cr		Diverse Safety & Scaffolding, LLC
intp		Ecopetrol America LLC
cr		Ecopetrol America LLC
cr		Edward Randall, Individually and as Representative
intp		Eni Petroleum US LLC
intp		Eni US Operating Co. Inc.
cr		ExxonMobil Corporation
intp		Facilities Consulting Group, LLC
cr		Florida Gas Transmission Company, LLC
cr		Goldman Sachs Bank USA
cr		HB Rentals, LC
cr		HCC International Insurance Company PLC
cr		HHE Energy Company
cr		Halliburton Energy Services, Inc.
cr		Hess Corporation
cr		Hunt Oil Company, Chieftain International (U.S.) L
cr		ITC Global, Inc.
cr		Infinity Valve & Supply LLC
cr		Intracoastal Liquid Mud, Inc., UNITED STATES
cr		Japex (U.S.) Corp.
intp		Kilgore Marine
cr		LLOG Energy, L.L.C.
cr		LLOG Exploration Offshore, L.L.C.
cr		Lavaca County
cr		Liberty Mutual Insurance Company
cr		Linear Controls, Inc.
cr		Live Oak CAD
cr		Louisiana Safety Systems, Inc.
intp		Manta Ray Offshore Gathering Company, L.L.C.
cr		Moodys Investors Service, Inc.
cr		Multiklient Invest AS
cr		NOV Process & Flow Technologies US, Inc.
cr		National Oilwell Varco, L.P.
intp		Nautilus Pipeline Company, L.L.C.
cr		North American Specialty Insurance Company
cr		Oceaneering International Inc.
cr		Oil States Energy Services, LLC

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Total Noticed: 116

cr		Partco, LLC
cr		Philadelphia Indemnity Insurance Company
cr		Process Piping Materials, Inc.
cr		R360 Environmental Solutions, LLC
intp		RLI Insurance Company
cr		Renaissance Offshore, LLC
cr		Republic Helicopters, Inc.
cr		Ridgewood Energy Corporation
cr		Rio Grande City CISD
crem		SLTL Ad Hoc Committee
cr		SM Energy Company
cr		Samson Contour Energy E & P, LLC
cr		Samson Offshore Mapleleaf, LLC
cr		Sea Robin Pipeline Company, LLC
cr		Shell GOM Pipeline Company, LLC
cr		Shell Pipeline, LLC
cr		Sirius America Insurance Company
cr		Starr County
cr		State of Louisiana, Department of Natural Resource
cr		Stingray Pipeline Company, LLC
intp		Subsea 7 LLC
cr		Superior Energy Services, L.L.C.
cr		Talos Energy Inc.
cr		Talos Energy LLC
cr		The Hanover Insurance Company
crem		The Official Committee of Unsecured Creditors
cr		Toys O'Neil
cr		Travelers Casualty and Surety Company of America
cr		Trunkline Gas Company, LLC
cr		U.S. Department of the Interior
cr		Valero Marketing and Supply Company
cc		Valero Marketing and Supply Company
cr		W&T Offshore, Inc.
cr		Warrior Energy Services Corporation
cr		Wild Well Control, Inc.
cr		Workstrings International, LLC
cr		XH LLC
cr		XL Specialty Insurance Co
cr		XL Systems, L.P.
cr		XTO Energy, Inc.
cr		XTO Offshore, Inc.
db	*+	Fieldwood Energy Inc., 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
cd	*+	Fieldwood Energy LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623

TOTAL: 98 Undeliverable, 2 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 18, 2021

Signature: /s/Joseph Speetjens